



GYM RENTAL APPLICATION FORM

Email: stacy.k@coldspringky.gov Phone: 859-441-9604

Rentals will be conducted on a 90-day basis, rentals will be given on a first come, first serve basis with priority given to Cold Spring residents.

Applicant Contact Information

Applicant Name: _____ DOB: _____

Address: _____

Phone #: _____ Email: _____

Organization/Business: _____

Resident Status (check one) City Resident City Business Non-Resident School Non-Profit

**Proof of residency required*

Application Deadlines

To reserve January 1 - March 31:
Application due by October 1

To reserve July 1 - September 30:
Application due by April 1

To reserve April 1 - June 30:
Application due by January 1

To reserve October 1 - December 31:
Application due by July 1

Gym Use

Type of Activity Basketball Volleyball Other: _____

Hoop height requested: 8 ft. 9 ft. 10 ft. Scoreboard equipment needed

Time Slot Requested ****Mark top 3 choices****

	Monday	Tuesday	Wednesday	Thursday
4:30pm-6:30pm			n/a	
6:30pm-8:30pm			n/a	

**Teams will be limited to two time slots per week*

Payment

Security Deposit: \$200 deposit. The deposit will be refunded upon return of key, less cost of damage/clean up and pending no violations have occurred in regard to the attached rules and regulations for the gymnasium.

Rental Fee: \$60 per time slot. It is due within 15 days of the rental being approved. A minimum of 2 hours is required for each rental.

Agreement begin date: _____ End date: _____

Deposit Amount: _____ Received: _____ Cash Check CC

Rental Amount: _____ Received: _____ Cash Check CC

Key Returned: _____ Received by: _____

Deposit Refund Amount: _____ Date Refunded: _____ Check #: _____

Refund Check: Mailed Picked Up

Deposit Forfeited due to non-compliance with agreement, attach explanation.

Liability Waiver

It is distinctly understood and agreed that the applicant assumes all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by such use or occupancy of the facilities of the City of Cold Spring. It is also understood that the applicant is aware of the potential for injury while at said gym and the potential for injury while participating in contact and non-contact sports and assumes all risk of injury including but not limited to sprains, strains, broken bones, and the potential for serious injury including paraplegia, quadriplegia and death. The applicant further agrees that in consideration of being permitted to use said facilities, the applicant will save and hold the said City of Cold Spring, and/or their employees free and harmless from any loss, claims and liability or damages, and/or injuries to persons and property that in any way may be caused by applicant's use or occupancy of said facilities.

By signing, I agree that I have a copy of the rules and regulations as provided by the City, which I have read and understand, along with the above liability waiver. I understand that the City of Cold Spring can terminate my use of the gym at any time due to failure to comply with any of the necessary paperwork, payment, or rules and regulations. I represent that I have the authority to enter into this agreement and bind myself and my company/organization to the terms of this agreement. I agree to comply with all rental standards set for the gym I have rented and acknowledge that my activity will be stopped if I exceed the occupancy with no refund from the City. If the City of Cold Spring undertakes any collection action to recover any sums due under this agreement, the applicant agrees to pay all the expenses, costs and reasonable attorney's fees incurred by the City.

****A Certificate of Liability Insurance is due at the time of payment**

Signature: _____ Date: _____

Printed Name: _____

Rules & Regulations/Information

1. The City of Cold Spring gymnasium will be available for basketball and volleyball and additional approved usage only.
2. The gym is not open for public use at time of rental and will not be allowed to be utilized as an open gym.
3. Rental dates will not be held without this signed application and paid fees.
4. Renters may arrive no sooner than 15 minutes prior to their scheduled time.
5. The City of Cold Spring will provide basketball hoops or volleyball net/standard system. All other equipment (balls, cones, etc.) is the responsibility of the renter.
6. Cancellation of the rental agreement must be submitted in writing no less than thirty (30) days prior to the rental date; otherwise, the rental deposit is forfeited.
7. Gym Rules:
 - A. Minor children must be accompanied by an adult.
 - B. No dunking or hanging on rims or nets.
 - C. No gum, food or drink except water in covered containers.
 - D. Use of profane language and/or fighting is prohibited.
 - E. Appropriate athletic attire including shirts and shoes must be worn at all times.
 - F. Gym or tennis shoes with non-marking soles are required always.
 - G. No spitting.
 - H. Be respectful - screaming, yelling, excessive grunting or use of profane language is prohibited.
 - I. Failure to comply with any of the City of Cold Spring rules or gymnasium rules, and/or breaches of rules as deemed by Staff, may result in suspension and/or permanent ejection.
8. The renter has the right to use the specified premises, as stated in the contract, and no other. The renter shall not sublet the premises.
9. The renter shall use the gymnasium in a safe and careful manner, and shall comply with all applicable Municipal, State, and Federal laws, and rules and regulations as prescribed the Police and Fire departments.
10. The renter shall not in any way, mar, deface, alter or damage any part of the gymnasium. The renter agrees to be responsible for any actions of its guests/invitees. All portions of the sidewalks, entries, passages, vestibules, halls, doors, and all ways of access to the premises and into any place on the premises and into any place on the premises shall in no way be obstructed by the renter.
11. The renter shall indemnify the city from all loss and expenses from liability, or claim of liability, for injury or damage to person or property claimed to have been sustained, through the use of the gymnasium, whether such use is authorized or not. The renter shall pay for all damages, or loss or theft to the property done by the renter, or guests, patrons, employees or invitees of the renter.
12. The renter releases the City of Cold Spring, its employees and agents, from all liability for any loss, injury or damages to persons or property that may be sustained through rental of the gymnasium.
13. No rental agreements will be accepted signed by persons under the age of 18.
14. The upstairs track is open to the public during practice rentals.
15. The city reserves the right to cancel any reservation with cause or to require additional safeguards, before or during use, as it may deem necessary. If the city chooses to cancel any reservation for cause, rental fee(s) will be refunded. No refund will be given resulting from a violation of the rules and regulations, damages, renter cancellation, or result of renter's non-compliance, just cause is the only time a refund will be given.
16. The city will provide a list of city events that may cause the gymnasium to be unavailable.
17. This rental agreement and all terms and conditions shall be binding to the benefit of the parties hereto, their heirs, executor, administrators, personal representatives, successors and assigns.

Signature on page 2 of this agreement binds me to the agreement and acknowledges I have read and agree to comply with all rules and regulations. I represent that I have the authority to enter into this agreement and myself and my company/organization to the terms of this agreement. I agree to comply with all occupancy standards set for the gymnasium I have rented and acknowledge that my activity will be stopped if I exceed the occupancy with no refund from the city. If the City of Cold Spring undertakes and collection action to recover any sums due under this agreement, the applicante agrees to pay all the expenses, costs, and reasonable attorney's fees incurred by the city. This agreement begins on _____ and will end on _____.

**This page can be provided to the renter for their records. Pages 1 and 2 are to be retained for the City of Cold Spring records*